

PTO/SB/81 (01-09)
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POWER OF ATTORNEY OR REVOCATION OF POWER OF ATTORNEY WITH A NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS	Application Number	10579347
	Filing Date	April 13, 2007
	First Named Inventor	Stephan EISEN
	Title	Bore-Box Locating System
	Art Unit	3882
	Examiner Name	Luke D. RATCUFFE
	Attorney Docket Number	EISEN ET AL - 3 PCT

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint Practitioner(s) associated with the following Customer Number as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

25889

OR

☐ I hereby appoint Practitioner(s) named below as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

Practitioner(s) Name	Registration Number

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number.

OR

☐ The address associated with Customer Number:

☐ Email

Individual Name

Address

City

State

Zip

Country

Telephone

Email

I am the:

☐ Applicant/Inventor.

OR

☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) (Form PTO/SB/86) submitted herewith.

SIGNATURE of Applicant or Assignee of Record

Signature

Name

Date

Telephone

This and Company

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is in the (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1460, Alexandria, VA 22313-1460. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1460, Alexandria, VA 22313-1460.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: UCTec Beteiligungsgesellschaft AG
Application No./Patent No.: 10/578,847 Filed/Issue Date: April 13, 2007
Titled:

UCTec Beteiligungsgesellschaft AG, a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
 2. ☐ an assignee of less than the entire right, title, and interest in
(The extent (by percentage) of its ownership interest is _____ %); or
 3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)
- the patent application/patent identified above, by virtue of either:
- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

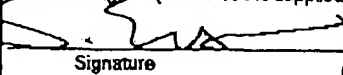
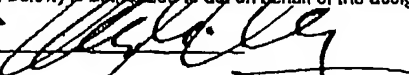
OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:
1. From: Stefan Eisen and Hanspeter Fischer To: Infinion Technologies AG
The document was recorded in the United States Patent and Trademark Office at
Reel 019138, Frame 0886, or for which a copy thereof is attached.
 2. From: Infinion Technologies AG To: UCTec Beteiligungsgesellschaft AG
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
 3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
- ☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

		<u>May 18, 2009</u>
Signature		Date
<u>Stephan Eisen</u>	<u>Kai Hillarg</u>	<u>Dr.</u>
Printed or Typed Name		Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Assignment Agreement

between

Infineon Technologies AG
Am Campeon 1-12, 85579 Neubiberg, Germany
("INFINEON")

and

UCTec Beteiligungsgesellschaft AG
Schupplistrasse 8
8016 St. Gallen
Switzerland
("ASSIGNEE")

1. Preamble

- 1.1. INFINEON has ownership interests in certain INTELLECTUAL PROPERTY RIGHTS listed in Exhibit A hereto.
- 1.2. INFINEON wishes to, subject to the reservation by INFINEON of certain rights, assign its ownership interest in the INTELLECTUAL PROPERTY RIGHTS to ASSIGNEE.
- 1.3. ASSIGNEE wishes to acquire such ownership interest in the INTELLECTUAL PROPERTY RIGHTS.

2. Definitions

- 2.1. "INTELLECTUAL PROPERTY RIGHTS" means those inventions, patent and utility model application(s), utility model(s) and patent(s) listed in Exhibit A hereto.
- 2.2. "SUBSIDIARY" means a corporation, company or other entity: (a) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are now or hereafter owned or controlled, directly or indirectly, by INFINEON; or (b) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such entity is now or hereafter owned or controlled, directly or indirectly by INFINEON.
- 2.3. "CUSTOMER" means any customer of INFINEON or of any SUBSIDIARY.
- 2.4. "LICENSEE" shall mean any third party (including SUBSIDIARIES of INFINEON) to which INFINEON: (i) has granted or is obligated to grant licenses, immunities, covenants not to sue or any other rights under the INTELLECTUAL PROPERTY RIGHTS as of the EFFECTIVE DATE; or (ii) reserves the right under this Agreement to grant licenses, immunities, covenants not to sue or any other rights under the INTELLECTUAL PROPERTY RIGHTS.

2.5. "PRODUCT" means any product(s), service(s) or method(s) provided by INFINEON or any SUBSIDIARY to CUSTOMER.

2.6. "EFFECTIVE DATE" means the latest date of execution of this Agreement.

3. Consideration

3.1. For good and valuable consideration, ASSIGNEE shall pay INFINEON a price in the amount of ten Euros, which shall be net of any taxes and duties.

4. Assignment

4.1 INFINEON hereby, subject to the reservation by INFINEON of certain rights set forth in Section 6, assigns, transfers, conveys and sells to ASSIGNEE all right, title and interest it has as of the EFFECTIVE DATE in and to the INTELLECTUAL PROPERTY RIGHTS including the right to sue for injunctive relief and damages for infringement of any of the INTELLECTUAL PROPERTY RIGHTS accruing after the EFFECTIVE DATE.

4.2 Except as expressly set forth in this Section, ASSIGNEE shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of ASSIGNEE's right, title, and interest in and to each INTELLECTUAL PROPERTY RIGHT and recordation thereof.

4.3 Except with respect to the INTELLECTUAL PROPERTY RIGHTS as expressly set forth in this Agreement, no license, immunity, ownership interest, or other right is granted under this Agreement, either directly or by implication, stopple, or otherwise.

5. Warranties

5.1. INFINEON represents that INFINEON has the full right and power to assign (or convey) its rights in the INTELLECTUAL PROPERTY RIGHTS as set forth in Section 4.

5.2. ASSIGNEE is aware of the features of the INTELLECTUAL PROPERTY RIGHTS.

5.3. INFINEON shall not be liable for the utility and completeness of the INTELLECTUAL PROPERTY RIGHTS and of any other document provided to ASSIGNEE under this Agreement. The INTELLECTUAL PROPERTY RIGHTS are provided on an "as-is" basis without any warranty of any kind, including but not limited to, warranties of merchantability, fitness for a particular purpose, validity, enforceability, freedom from defects, non-dependency and non-infringement. All rights of warranty or rescission are excluded. INFINEON shall not be liable for freedom of defects such as, but not limited to, invalidity and dependency of the INTELLECTUAL PROPERTY RIGHTS.

5.4. INFINEON makes no other representation, warranties, or covenants, express or implied, nor shall INFINEON have any liability with respect to infringement by assignee of intellectual property rights or other rights of third parties.

- 5.5. Except as set forth in section 5.1, neither party shall be liable whether in contract, tort (including negligence and strict liability) or otherwise, for any special, indirect, incidental, punitive or consequential damages arising hereunder, including but not limited to loss of profits or goodwill or business interruptions and claims of customers, even if advised of the possibility of such damage.
- 5.6. Except in cases where liability is mandatory by law, INFINEON'S total liability under this agreement shall be limited to the amount set forth in section 3.1 (Purchase price).
- 5.7. The parties acknowledge that the limitations of Sections 5.3, 5.4, 5.5 and 5.6 were an essential element in setting consideration under this Agreement.

6. Additional Obligations

- 6.1. INFINEON reserves and retains, for the benefit of itself and its SUBSIDIARIES and its and their successors and assigns, an irrevocable, royalty-free, fully paid, perpetual, worldwide, non-transferable, non-exclusive licence under the INTELLECTUAL PROPERTY RIGHTS. The licence encompasses, but is not limited to, use, development, have developed, make, have made, import, export, sell, licence or other disposal of PRODUCT. The licence includes the right of CUSTOMER to use, process, refine, sell PRODUCT, licence or otherwise dispose of PRODUCT.
- 6.2. INFINEON reserves and retains, for the benefit of itself and its SUBSIDIARIES and its and their successors and assigns, all rights to past, present, and future royalties and other consideration given or to be given in exchange for rights with respect to any INTELLECTUAL PROPERTY RIGHTS arising or accruing under agreements executed by INFINEON or INFINEON'S SUBSIDIARIES prior to the EFFECTIVE DATE.
- 6.3. Upon written request of ASSIGNEE, INFINEON shall execute all documents and instruments prepared by ASSIGNEE, and shall do all lawful acts, in each case as may be reasonably necessary to perfect ASSIGNEE's right, title, and interest in and to the INTELLECTUAL PROPERTY RIGHTS and recordation, as necessary.
- 6.4. As from the EFFECTIVE DATE, ASSIGNEE shall bear all prosecution and maintenance fees, annuities, registration fees, and the like due on INTELLECTUAL PROPERTY RIGHTS.
- 6.5. The parties agree that in the event of invalidation of any of, or some patent claims of, or all of the INTELLECTUAL PROPERTY RIGHTS, ASSIGNEE's obligation under this Agreement shall remain intact. Payments received by INFINEON shall not be returned to ASSIGNEE and INFINEON shall not be liable for such termination or invalidation.

7. Miscellaneous

- 7.1. Any claim arising under or relating to this Agreement shall be governed by the substantive laws of Germany without regard to principles of conflict of laws.
- 7.2. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

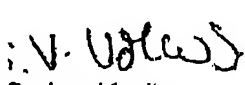
In witness whereof, the parties have executed this Agreement as of the

for Infineon Technologies AG:

Neubiberg, 23.03.2009


Dr. Dieter Joseph

Senior Principal


Gudrun Voelker

Manager Patent Administration

for UCTec Beteiligungsgesellschaft AG:

St. Gallen, 27. März 2009

Place, Date

Name, Title Prof. Dr. Elgar Fleisch, Präsident des Verwaltungsrates

Signature 

Name, Title

Signature

Exhibit A:

INTELLECTUAL PROPERTY RIGHT to be assigned

Title:

Locating arrangement, particularly bone-box localization system, identifying unit and method for determining location

Official file references:

- JP 2006-538538, Application date: 12.05.2005
- TW 1276829 (93131905), Application date: 20.10.2004/ Issue date: 21.03.2007
- CN 200480033306.1 of PCT/EP2004/052739, Application date: 29.10.2004
- EP 04818409.7 with designation DE and FR of PCT/EP2004/052739, Application date: 29.10.2004
- US 10/579,347, Application date: 29.10.2004
- KR 024138, Application date: 12.05.2006, 2006-7009332

Our Ref. : 200353789

23.03.2009